

**Unique No.**

**Tender No.**

NIQ No.EL/PR/133A/NIQ-4/2014/2943  
Andaman & Nicobar Administration  
Office of the Superintending Engineer  
Electricity Department, Port Blair

dtd.11.07.2014

**Notice inviting Quotation**

**The Superintending Engineer, Electricity Department, A&N Administration on behalf of President of India invites sealed quotations from the reputed firms for Engaging Chartered Account for preparation of Annual Revenue Requirement (ARR) and Filing of Tariff Petition with the Joint Electricity Regulatory Commission (JERC), New Delhi.**

The detailed quotation documents may be collected on working days by paying ₹ 500/- (Non refundable) from the Accounts Officer(C), Elect. Department, Vidyut Bhawan, Port Blair -744101 Phone: 03192-232685, 234718, 232404. The NIQ documents may also be downloaded from website [www.and.nic.in](http://www.and.nic.in) and ₹ 500/- in the form of D.D. may be paid with the quotation.

The Superintending Engineer(Ele.) reserves the right to accept or reject any or all the tenders without assigning reasons thereof.

Superintending Engineer (Ele)

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Yours faithfully,

सहायक अभियंता (खरीद) - Assistant Engineer (PR)  
For अधीक्षक अभियंता - Superintending Engineer

NIQ No.EL/PR/133A/NIQ-4/2014/2943      Dtd.11.07.2014  
ANDAMAN & NICOBAR ADMINISTRATION  
OFFICE OF THE SUPERINTENDING ENGINEER  
ELECTRICITY DEPARTMENT  
PORT BLAIR

<b>Unique No.</b>	<b>NIQ No.</b>
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- Name of Work** - **Engaging Chartered Account for preparation of Annual Revenue Requirement (ARR) and Filing of Tariff Petition with the Joint Electricity Regulatory Commission (JERC), New Delhi**
- Name of Department** - ELECTRICITY DEPARTMENT, A&N ADMN.
- Subject** - Electrical Equipment
- Estimated Cost of Project** - ₹ 5,50,000/-
- Earnest Money Deposit (EMD)** - ₹ 11,000/-
- Contact Person** - Name      Assistant Engineer (PR),  
Address      Office of the Superintending Engineer,  
Electricity Department,  
Vidyut Bhawan, Port Blair – 744 101  
Tel.          03192 – 234718  
Email        [seelectricity@yahoo.co.in](mailto:seelectricity@yahoo.co.in)
- Price of tender document** - ₹ 500/-
- Tender document downloadable** - Yes

	Date	Time
<b>Start Date &amp; Time for sale of tender document</b>	18.07.2014	1000 hrs.
<b>Last Date &amp; Time for sale of tender document</b>	08.08.2014	1200 hrs.
<b>Last Date &amp; Time for bidding</b>	08.08.2014	1500 hrs.
<b>Date &amp; Time for tender opening</b>	08.08.2014	1530 hrs.

Sold to:

M/s -----  
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Signature :  
Designation  
(Issuing Officer)

**SCOPE OF WORK AND TERMS & CONDITIONS:-**

**I. SCOPE OF WORK**

- 1) The selected bidder should Prepare Annual Revenue Requirement (ARR) and Tariff Petition for filing with Joint Electricity Regulatory Commission, New Delhi for every ensuing year by 30<sup>th</sup> November of the current year (E.g. for the ensuing year 2015-16 the current year will be 2014-15). The contract will include preparation of Annual Revenue Requirement (ARR) and Tariff Petition for filing with Joint Electricity Regulatory Commission, Gurgaon for a period of three years i.e. 2015-16, 2016-17, 2017-18 as per JERC's regulation and requirements. This will also include submission of ARR and Tariff Petition at JERC, Gurgaon and attending public hearing at Port Blair. The bidder will have to be present at JERC, Gurgaon or at Port Blair as per the requirement in connection with this particular scope of work.
- 2) The selected bidder should Prepare Proforma Account for the Electricity Department, A&N Administration in accordance with the existing norms and format. The Proforma Account should be audited and certified by the Indian Audit & Accounts Department, Port Blair. The contract will include preparation of Proforma Account for the Electricity Department, A&N Administration for the years 2013-14, 2014-15, 2015-16 as per JERC's regulation and requirements.
- 3) The selected bidder should prepare Fixed Assets Register, up to the date of preparation, as per the guidelines/regulations of the Joint Electricity Regulatory Commission, New Delhi for all the 7 No of division offices and 4 No. of Sub Division Offices of the Electricity Department located across A & N Islands by visiting the concerned divisions/offices. During the entire period of preparation of Fixed Assets Register will involve the concerned staffs designated by the department for each office. The no. of offices may vary as per the requirement.
- 4) Providing consultancy services to the Electricity Department in all matters related to the regulatory issues as required by the Joint Electricity Regulatory Commission, Gurgaon in accordance with the Electricity Act 2003 and its allied regulations. This may involve, Preparation of road map, reports for submission to the JERC and attending hearings at JERC, Gurgaon on behalf of the Electricity Department in all regulatory issues on as and when required basis. The consultant will also be required to visit Port Blair in this regard. Specific orders will be issued on each occasion for this particular work with specific requirement and period under which the work is to be completed.

**II. INSTRUCTIONS TO THE BIDDERS**

**1. Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Tendering Authority in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

**Dated**

**Place**

**Signature & Seal of Tenderer**

## **2. Bidding Document**

- a. Price bid should be submitted in the Proforma annexed at **Annexure – I** and **Annexure –II**.
- b. The Bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

## **3. Preparation of Bids**

### a. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority shall be in English only.

### b. Bid Currency

Prices shall be quoted in Indian Rupees only.

## **III. BID DOCUMENTS**

The Bidders shall seal the envelope and the envelope should be super-scribed as “ **Bid for engaging Chartered Account for Preparation of Annual Revenue Requirement (ARR) and Filing of Tariff Petition with the Joint Electricity Regulatory Commission (JERC), New Delhi**, with date of submission and addressed to: The Superintending Engineer, Electricity Department, A & N Administration, Vidyut Bhawan, Port Blair – 744 101. Phone: 03192-232685.

- i. If the envelope is not sealed and marked, the Tendering Authority will assume no responsibility for the Bid's misplacement or premature opening.
- ii. Telex, cable or facsimile bids will be rejected.

Bids shall be valid for 180 days after the date of bid opening. A bid valid for a shorter period than 180 days shall be rejected by the tendering authority.

The Bid shall be typed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A Written power-of-attorney accompanying the bid should support the letter of authorization. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

**Hand written Bids will be rejected. Any erasures or overwriting shall be valid only if they are signed by the person(s) signing the bid.**

Dated

Place

Signature & Seal of Tenderer

#### **IV. EARNEST MONEY DEPOSIT**

EMD of ₹ 11,000/- (Rupees Eleven Thousand only) in the Form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial / nationalized Banks drawn in favour of **The Superintending Engineer, Electricity Department, A&N Administration, Port Blair** and payable at Port Blair should be submitted. The bid security is to remain valid for a period of sixty days beyond the final bid validity period. Tenders not accompanied by EMD or incomplete in any respect shall be liable to be rejected summarily.

- a. The EMD shall be in Indian Rupees only
- b. The EMD of unsuccessful Bidders will be returned. EMD of successful bidder shall be returned on submission of Performance Guarantee.

#### **V. DEADLINE FOR SUBMISSION OF BIDS**

- i. Bids must be received by The Tendering Authority at the address, not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointed time on the next working day.
- ii. The Tendering Authority may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of The Tendering Authority and Bidders will be subject to the deadline as extended.

#### **VI. LATE BIDS**

Any bid received by the Tendering Authority after the deadline for submission of bids prescribed by the Tendering Authority, will be rejected and/or returned unopened to the Bidder.

#### **VII. CLARIFICATION OF BIDS**

During evaluation of bids, Tendering Authority may at its discretion ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

#### **VIII. AWARD OF WORK**

- a. The finalization of the tenders will be done by the Tender Evaluation committee constituted by the Electricity department, A&N Administration for the purpose.
- b. The Tendering Authority will award the work to the successful bidder whose bid has been determined as the lowest evaluated bid.
- c. The Tendering Authority may vary scope of contract at the time of award of Job order.

**Dated**

**Place**

**Signature & Seal of Tenderer**

## **IX. TENDERING AUTHORITY'S RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS**

The Tendering Authority reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to the award of Contracts, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tendering Authority's action.

## **X. PERFORMANCE SECURITY**

The bidder will have to submit **Performance Security for an amount of 10%** of the value of the Contract in the form of Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank drawn/pledged in favour of **The Superintending Engineer, Electricity Department, A & N Administration, Port Blair** and payable at Port Blair immediately on receipt of intimation about acceptance of the tender. Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

## **XI. DELAY IN THE BIDDER'S PERFORMANCE**

The bidder shall adhere to the time schedule for completion of job specified under the clause Scope of work of the tender document. An unexcused delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:

- i) Forfeiture of its performance security;
- ii) Imposition of liquidated damages; and/or
- iii) Termination of the Contract for default.

However, in case of a situation beyond the control of the bidder, the tendering authority may consider extension of date for completion of the contract along with Liquidated Damage.

## **XII. LIQUIDATED DAMAGES**

If the bidder fails to complete the job within the stipulated time, **liquidated damages @ 1% of contract value per week, subject to a maximum of 5% of the contract value shall be levied on the selected bidder.** On reaching the maximum of Liquidated Damage, Job order as well as agreement shall be liable to be cancelled and performance security forfeited for deposit in the Govt. Account. Wherein the stipulated time will mean the period of completion as described in Section I (Scope of Work) of Annexure – A.

## **XIII. FORCE MAJEURE**

- a. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

**Dated**

**Place**

**Signature & Seal of Tenderer**

- b. If a force Majeure situation arises, the Bidder shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Bidder shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

#### **XIV. TERMINATION FOR INSOLVENCY**

The Tendering Authority may at any time terminate the Contract by giving written notice to the bidder. If the bidder becomes bankrupt or otherwise insolvent, in this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Tendering Authority.

The bidder will have no rights whatsoever for claiming any compensation in case of any amendment/termination of existing provisions of Electricity Act 2003, its allied regulations or any other Law by the Government of India which would lead to the irrelevance of the scope of works detailed at section I of this tender document resulting in termination of this contract.

#### **XV. RESOLUTION OF DISPUTES**

The matter regarding any dispute shall first be sorted out at the level of The Superintending Engineer, Electricity department, A & N Administration, Port Blair. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of the Arbitration and Conciliation Act, 1996.

#### **XVI. LEGAL JURISDICTION**

All legal disputes are subject to the jurisdiction of Port Blair Courts only.

#### **XVII. TAXES AND DUTIES**

The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties as applicable.

#### **XVIII. BINDING CLAUSE**

All decisions taken by The Tendering Authority regarding the processing of the tender and award of contract shall be final and binding on all concerned parties.

#### **XIX. THE TENDERING AUTHORITY, RESERVES THE RIGHT :-**

To verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.

**Dated**

**Place**

**Signature & Seal of Tenderer**

**XX.** Conditional tenders shall be summarily rejected.

**XXI. TECHNICAL QUALIFICATIONS MANDATORILY REQUIRED FOR BID QUALIFICATION.**

1. Bidder/Firm should be registered with ICAI. Proper registration certificate of the firm should be submitted with quotation.
2. The bidder should have previous experience of all the works defined under Section I (clause 1, clause 2, clause 3, clause 4) with the Joint Electricity Regulatory Commission **OR** Central Electricity regulatory Commissioner **OR** State Electricity regulatory Commission for any government department / ministry/PSU.
3. The bidder should submit copy of Agreement/Contract, completion certificate, performance certificate of services rendered for all the works defined under Section I (clause 1, clause 2, clause 3, clause 4) with the Joint Electricity Regulatory Commission, Central Electricity regulatory Commissioner or State Electricity regulatory Commission for any government department / ministry/PSU.

**XXII. TERMS & CONDITIONS.**

1. Sealed offers prepared in accordance with the procedure enumerated in tender document should be submitted to **The Superintending Engineer, Electricity Department, A & N Administration, Port Blair**, not later than the date and time laid down, at the address given in the schedule for Invitation for Bids.
2. All bids must be accompanied by a Bid Security or Earnest Money Deposit
3. The bids will be opened on the date and time indicated in the presence of bidders if any present on the occasion. If the date of opening is declared to be a holiday the bids will be opened on the next working day.
4. No advance payment or payment against Proforma invoice will be made.
5. All the information / data for Proforma Account will be provided by the, Electricity Department, A & N Administration to the firm.
6. Any damages to our systems and records while collecting data / information will have to be made good at the cost of the selected bidder. Cost and the incidental expenditure thereupon shall be recovered from the concerned party.
7. The Successful bidder should get the Proforma Account audited & certified by Indian Audit and Accounts Department, Port Blair and will remain present at Port Blair during the entire audit.
8. On acceptance of bid, the date of completion of job should be strictly adhered to. In case the order is not executed within the stipulated period, the Electricity Department, A&N Administration will be at liberty to get the job completed through other sources, and to forfeit the EMD of the bidder.
9. The job / contractual obligation shall not be deemed to have been completed unless the Tariff petition is approved by The Joint Electricity Regulatory Commission; New Delhi, Tariff order is issued and all directives of JERC is duly addressed and incorporated by the selected bidder.
10. The Bidder shall have to submit photo copy of PAN Card as well as Service Tax Registration Certificate.
11. The letter of acceptance by the bidder will result in a binding contract.
12. The SE (Elect) Department shall have the right to accept or reject any offer / contract at any stage without assigning any reason thereof.

**Dated**

**Place**

**Signature & Seal of Tenderer**



## XXIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### 1. Bidder's Integrity

The bidder is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

### 2. Bidder's Obligations

- a. The Bidder is obliged to work closely with the Tendering Authority's staff, act within its own authority and abide by directives issued by the Tendering Authority.
- b. The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.

## XXIV. PAYMENT

**Payment will be released in two lots on part payment basis: -**

- (a) 50% of the contracted rate (Annexure I) will be payable on successful completion of preparation of Proforma Accounts for the particular year and on filing of Tariff petition with the Joint Electricity Regulatory Commission, New Delhi.
- (b) Balance 50% of the contracted rate (Annexure I) will be payable after receiving audit certificate from Indian Accounts & Audit Department, Port Blair for audit of Proforma Accounts and issue of Tariff Order by the Joint Electricity Regulatory Commission, New Delhi and successful completion of preparation of Fixed Assets Register as defined in the clause for scope of work.
- (c) 100% payment (Annexure II) will be released on submissions of bills, for the scope of work defined under Section I clause (4) of this tender document on proper completion of the specifically ordered work as defined in Annexure II.
- (d) Travelling, boarding and lodging will be either arranged by the **Electricity Department, A&N Administration** or cost of Travelling, boarding and lodging will be reimbursed by the **Electricity Department, A&N Administration** as per the actual on production of bills.

The **SEALED QUOTATION (WAX SEALED)** should be submitted latest by 3.30 PM of 08-08-2014 which will be opened on the same day in the presence of bidders/ their authorized representative if present.

**Dated**

**Place**

**Signature & Seal of Tenderer**

**ANNEXURE – I**  
**Price Bid Form**

SI No.	Scope of Work	Total Price for per year inclusive of all Taxes and other duties as applicable, excluding Travelling, boarding and lodging charges.
1.	Preparation of Annual Revenue Requirement (ARR) and Tariff Petition for filing with Joint Electricity Regulatory Commission, New Delhi as per JERC's regulation and requirements	
2.	Preparation of Proforma Account of the Electricity Department, A & N Administration, in accordance with the existing norms and format	
3.	Preparation of Fixed Assets Register, up to the date of preparation, as per the guidelines/regulations of the Joint Electricity Regulatory Commission, New Delhi for all the 7 No of division offices and 4 No. of Sub Division Offices of the Electricity Department located across A & N Islands by visiting the concerned divisions/offices. The no. of offices may vary as per the requirement.	

Travelling, boarding and lodging will be either arranged by the **Electricity Department, A&N Administration** or cost of Travelling, boarding and lodging will be reimbursed by the **Electricity Department, A&N Administration** as per the actual on production of bills.

Signature of Tenderer.....  
Address in full.....  
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**ANNEXURE – II**  
**Price Bid Form**

Sl No.	Scope of Work	Rate per day inclusive of all Taxes and other duties, excluding Travelling, boarding and lodging charges.
1.	<p>Providing consultancy services to the Electricity Department in all matters related to the regulatory issues as required by the Joint Electricity Regulatory Commission, Gurgaon in accordance with the Electricity Act 2003 and its allied regulations. This may involve, Preparation of road map, reports for submission to the JERC and attending hearings at JERC, Gurgaon on behalf of the Electricity Department in all regulatory issues on as and when required basis. The consultant will also be required to visit Port Blair in this regard.</p> <p><b>Note:</b> - Specific orders will be issued on each occasion for this particular work with specific requirement and period under which the work is to be completed.</p>	

Travelling, boarding and lodging will be either arranged by the **Electricity Department, A&N Administration** or cost of Travelling, boarding and lodging will be reimbursed by the **Electricity Department, A&N Administration** as per the actual on production of bills.

Signature of Tenderer.....  
Address in full.....  
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